

State of Hawaii
Department of Human Services
Office of Youth Services

Request for Proposals

RFP No. HMS 503-09-05

**RFP Title: Auxiliary Nursing Services for
Hawaii Youth Correctional Facility**

Date Issued: March 27, 2009

Proposal Submittal Deadline: April 14, 2009

Orientation Session: April 3, 2009 Honolulu

Note: If this RFP was downloaded from the State Procurement Office RFP Website each applicant must provide contact information to the RFP contact person for this RFP to be notified of any changes. For your convenience, an [RFP Interest form](#) may be downloaded to your computer, completed and e-mailed or mailed to the RFP contact person. The State shall not be responsible for any missing addenda, attachments or other information regarding the RFP if a proposal is submitted from an incomplete RFP.

March 27, 2009

REQUEST FOR PROPOSALS

RFP Title: Auxiliary Nursing Services for Hawaii Youth Correctional Facility
RFP No.: 503-09-05

NOTICE

The Department of Human Services, Office of Youth Services is requesting proposals from qualified applicants to provide auxiliary nursing services for youth in residence at the Hawaii Youth Correctional Facility in Kailua, Oahu.

SUBMITTAL DEADLINE

All proposals mailed by the United States Postal Service (USPS) shall be postmarked by 12:00 midnight Hawaii Standard Time (HST) April 14, 2009 to the mail-in address and received no later than five days from the submittal deadline. Hand delivered proposals shall be received no later than April 14, 2009 4:30 p.m. HST at the drop-off site.

Proposals postmarked or hand delivered after the designated deadline shall be considered late and rejected. Deliveries by private mail services such as FEDEX shall be considered hand deliveries and shall be rejected if received after the submittal deadline.

NOTE: If Applicant(s) desire to use the same proposal submitted under RFP # HMS-503-09-01 in response to this RFP the Applicant shall submit a written request stating so by the submittal deadline stated above. A Wage Certificate (Attachment B) must be included with the request.

MAIL-INS:

Office of Youth Services
820 Mililani Street, Suite 817
Honolulu, Hawaii 96813

HAND DELIVERIES (DROP-OFF SITE):

Office of Youth Services
820 Mililani Street, Suite 817
Honolulu, Hawaii 96813

Applicants are encouraged to attend the Orientation Meeting. (See Section 1)

INQUIRIES

Inquiries regarding this RFP should be directed to the RFP contact person:

Kelly Otake
Office of Youth Services
Phone: 808-587-5700
Fax: 808-587-5734
kotake@dhs.hawaii.gov

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Section 1

Administrative Overview

I. Procurement Timetable

Note that the procurement timetable represents the State's best estimated schedule. Contract start dates may be subject to the issuance of a notice to proceed.

Activity	Scheduled Date
Public notice announcing RFP	3/27/09
RFP orientation session	4/03/09
Due date for written questions	4/06/09
State purchasing agency's response to written questions	4/08/09
Proposal submittal deadline	4/14/09
Proposal evaluation period	4/09
Final revised proposals (optional)	4/09
Provider selection	4/09
Notice of statement of findings and decision	4/09
Contract start date	5/1/09

II. Websites Referenced in this RFP

The State Procurement Office (SPO) website is www.spo.hawaii.gov

For	Click
1 Procurement of Health and Human Services	"Health and Human Services, Chapter 103F, HRS..."
2 RFP website	"Health and Human Services, Ch. 103F..." and "RFPs"
3 Hawaii Administrative Rules (HAR) for Procurement of Health and Human Services	"Statutes and Rules" and "Procurement of Health and Human Services"
4 Forms	"Health and Human Services, Ch. 103F..." and "For Private Providers" and "Forms"
5 Cost Principles	"Health and Human Services, Ch. 103F..." and "For Private Providers" and "Cost Principles"
6 Standard Contract -General Conditions	"Health and Human Services, Ch. 103F..." "For Private Providers" and "Contract Template – General Conditions"
7 Protest Forms/Procedures	"Health and Human Services, Ch. 103F..." and "For Private Providers" and "Protests"

Non-SPO Websites

For	Go to
8 Tax Clearance Forms (Department of Taxation Website)	http://www.hawaii.gov/tax/ click "Forms"
9 Wages and Labor Law Compliance, Section 103-055, HRS, (Hawaii State Legislature website)	http://www.capitol.hawaii.gov/ click "Bill Status and Documents" and "Browse the HRS Sections."
10 Department of Commerce and Consumer Affairs, Business Registration	http://www.hawaii.gov/dcca click "Business Registration"
11 Campaign Spending Commission	www.hawaii.gov/campaign

(Please note: website addresses may change from time to time. If a link is not active, try the State of Hawaii website at www.hawaii.gov)

III. The Procurement Process

Authority. This RFP is issued under the provisions of the Hawaii Revised Statutes (HRS), Chapter 103F and its administrative rules. All prospective applicants are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed proposal application by a prospective applicant shall constitute admission of such knowledge on the part of such prospective applicant.

RFP Organization. This RFP is organized into 4 sections:

Section 1, Administrative Overview - The procurement process; requirements for awardees.

Section 2, Service Specifications - Services to be delivered, applicant responsibilities, requirements for the proposal application.

Section 3, Evaluation - The method by which proposal applications will be evaluated.

Section 4, Attachments - Information and forms necessary to complete the application.

RFP Orientation Session. An orientation session to familiarize applicants with the procurement process and the requirements of the RFP shall be held. Applicants are encouraged to submit written questions prior to the orientation. Questions at the orientation are permitted, but oral questions should be submitted in writing by the date indicated in the Procurement Timetable to ensure an official written response.

Date and time: April 3, 2009 10:00a.m.–11:30 p.m.

Location: Office of Youth Services
820 Mililani Street
Suite 817, Conference Room
Honolulu, Hawaii

Submission of Questions. Applicants may submit written questions to the RFP Contact Person identified in the Notice. The written response by the State purchasing agency will be available to all applicants and placed on the RFP website.

Deadline for submission of questions: April 6, 2009 4:30 p.m. HST

Discussions with Applicants. Discussions may be conducted with potential applicants to promote understanding of the purchasing agency's requirements prior to the submittal deadline. Discussions may also be conducted with applicants whose proposals are determined to be reasonably susceptible of being selected for award, but proposals may be accepted without discussions, in accordance section 3-143-403, HAR.

Multiple or Alternate Proposals - Multiple/alternate proposals are not applicable to this RFP.

Confidential Information – If an applicant believes any portion of a proposal contains information that should be withheld as confidential, the applicant shall request in writing nondisclosure of designated proprietary data to be confidential and provide justification to support confidentiality. Such data shall accompany the proposal, be clearly marked, and shall be readily separable from the proposal to facilitate eventual public inspection of the non-confidential sections of the proposal. Note that price is not considered confidential and will not be withheld.

Confidentiality of Personal Information. Act 10 relating to personal information was enacted in the 2008 special legislative session. As a result, the Attorney General's General Conditions of Form AG Form 103F, *Confidentiality of Personal Information*, has been amended to include Section 8 regarding protection of the use and disclosure of personal information administered by the agencies and given to third parties.

Opening of Proposals. Upon receipt by a state purchasing agency at the designated location(s), proposal applications shall be date-stamped, and when possible, time-stamped, held in a secure place and not examined for evaluation purposes until the submittal deadline.

Public Inspection. Procurement files shall be open to public inspection after a contract has been awarded and executed by all parties.

RFP Addenda. The State reserves the right to amend this RFP at any time prior to the closing date for the final revised proposals.

Final Revised Proposals. If requested, final revised proposals shall be submitted in the manner, and by the date and time specified by the state purchasing agency. If a final revised proposal is not submitted, the previous submittal shall be construed as the best and final offer/proposal.

Cancellation of Request for Proposals. The request for proposals may be canceled when it is determined to be in the best interests of the State in accordance with section 3-143-613, HAR.

Costs for Proposal Preparation. Any costs incurred by applicants in preparing or submitting a proposal are the applicants' sole responsibility.

Provider Participation in Planning. Provider participation in a state purchasing agency's efforts to plan for or to purchase health and human services prior to the release

of a request for proposals, shall not disqualify providers from submitting proposals if conducted in accordance with sections 3-142-202, 3-142-203, HAR.

Rejection of Proposals. A proposal offering a set of terms and conditions contradictory to those included in this RFP may be rejected. A proposal may be rejected for any of the following reasons: 1) Failure to cooperate or deal in good faith (Section 3-141-201, HAR); 2) Inadequate accounting system (Section 3-141-202, HAR), 3) Late proposals (Section 3-143-603, HAR); 4) Inadequate response to request for proposals (Section 3-143-609, HAR); 5) Proposal not responsive (Section 3-143-610(a)(1), HAR), 6) Applicant not responsible (Section 3-143-610(a)(2), HAR).

Notice of Award. A statement of findings and decision shall be provided to all applicants by mail upon completion of the evaluation of competitive purchase of service proposals. Any agreement arising out of this solicitation is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order or other directive. No work is to be undertaken by the awardee prior to the contract commencement date. The State of Hawaii is not liable for any costs incurred prior to the official starting date.

Protests. Any applicant may file a protest against the awarding of a contract. The Notice of Protest form, SPO-H-801, all other forms and a detailed description of procedures are on the SPO website. Only the following matters may be protested:

- (1) A state purchasing agency's failure to follow procedures established by Chapter 103F, HRS;
- (2) A state purchasing agency's failure to follow any rule established by Chapter 103F, HRS; and
- (3) A state purchasing agency's failure to follow any procedure, requirement, or evaluation criterion in a request for proposals issued by the state purchasing agency.

The Notice of Protest shall be mailed by USPS or hand delivered to the head of the state purchasing agency conducting the protested procurement and the procurement officer conducting the procurement (as indicated below) within five working days of the postmark of the Notice of Findings and Decision sent to the protestor. Delivery services other than USPS shall be considered hand deliveries and considered submitted on the date of actual receipt by the state purchasing agency.

Head of State Purchasing Agency	Procurement Officer
Martha T. Torney	Marlene Barton
Title: Executive Director	Title: Children & Youth Prog. Dev. Officer
Mailing Address: 820 Mililani Street, Ste 817 Honolulu, Hawaii 96813	Mailing Address: 820 Mililani Street, Ste 817 Honolulu, Hawaii 96813
Business Address: same as above	Business Address: same as above

Availability of Funds. The award of a contract and any allowed renewal or extension thereof, is subject to allotments made by the Director of Finance, State of Hawaii, pursuant to Chapter 37, HRS, and subject to the availability of State and/or Federal funds.

IV. Requirements for Awardees

Tax Clearance. If awarded, a certified copy of a current valid tax clearance certificate issued by the State of Hawaii, Department of Taxation (DOTAX) and the Internal Revenue Service (IRS) will be required upon notice of award.

Wages and Labor Law Compliance. Prior to contract execution for service contract in excess of \$25,000, the provider shall certify that it complies with section 103-55, HRS, “Wages, hours, and working conditions of employees of contractors performing services.”

Compliance with all Applicable State Business and Employment Laws. All providers shall comply with all laws governing entities doing business in the State. Prior to contracting, owners of all forms of business doing business in the state except sole proprietorships, charitable organizations unincorporated associations and foreign insurance companies be register and in good standing with the Department of Commerce and Consumer Affairs (DCCA), Business Registration Division. Foreign insurance companies must register with DCCA, Insurance Division. More information is on the DCCA website. (See paragraph II, Website Reference.)

Campaign Contributions by State and County Contractors. Contractors are hereby notified of the applicability of Section 11-205.5, HRS, which states that campaign contributions are prohibited from specified State or county government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body. For more information, Act 203/2005 FAQs are available at the Campaign Spending Commission webpage. (See paragraph II, Website Reference.)

Monitoring and Evaluation. Criteria by which contracts will be monitored and evaluated in Section 2.

General and Special Conditions of Contract. The general conditions that will be imposed contractually are on the SPO website. Special conditions may also be imposed contractually by the state purchasing agency, as deemed necessary.

Section 2

Service Specifications

I. Overview, Purpose or Need and Goals of Service

The Hawaii Youth Correctional Facility (HYCF) is the only institution statewide responsible for the care and incarceration of juvenile offenders. Approximately 250 youth between the ages of 12-20 are committed to the HYCF on a yearly basis. The average daily youth population under the HYCF jurisdiction ranges from 90 to 110 youths. The HYCF is responsible for the health care and well-being of these youth. The purpose of this procurement is to augment the State of Hawaii nursing staff with Registered Professional Nurse (RPN) Level III nursing services for individuals under the jurisdiction of the HYCF. The services provided will affect the health and recovery of youth patients and will have an impact on their mental and physical health.

The goal of the service is to provide the HYCF with nurses who are capable of providing a full range of professional nursing proficiency from assessment of needs to a wide variety of patient illnesses, i.e., administering medication, operating special equipment, reacting to emergency situations and conditions, and who are capable of treating patients with the goal of maintaining or improving health care conditions. The nurses shall be auxiliary to the existing HYCF nursing staff and shall provide services for any shift, seven (7) days per week, in a variety of work schedules as requested and dependent on the facility's needs. Two categories of services shall be required under this proposal: long term hire to fill a vacant position for a minimum period of one month; and temporary hire to fill a critical shift position that is vacant due to vacation status or illness of a State employee.

II. Planning Activities

A Request for Information (RFI) was issued June 27, 2008. Feedback was solicited via telephone and email. In addition, a general meeting was held on July 11, 2008 from 9:00 a.m. to 11:00 a.m. for additional discussion and input from interested parties regarding the nursing services. The meeting was attended by two people representing one agency. No written questions were submitted.

III. Demographics and Funding

Target population to be served:

Youth (males and females) ages 12-20
under the jurisdiction of the HYCF

Geographic coverage of service:

HYCF, 42-477 Kalaniana'ole Highway,
Kailua, Oahu, Hawaii

Probable funding amounts, source, and period of availability:

There is a high probability for continued funding throughout the contracted period. HYCF will make the final determination as to the specific amount of the award. The source of funding is general (State) funds. Purchase orders shall be issued for services rendered.

Single or multiple contracts to be awarded: (Refer to §3-143-206, HAR)

☐ Single ☒ Multiple ☐ Single & Multiple

Criteria for multiple awards:

A maximum of three applicants will be awarded contracts for two categories of RPN IIIs: long term hire to fill a vacant position for a minimum period of one month; and temporary hire to fill a critical shift position that is vacant due to vacation status or illness of a State employee. Applicant No. 1 shall be the applicant passing the minimum qualifications and having the lowest unit price for the respective nurse category. Applicant No. 2 and Applicant No. 3 shall be the applicants passing the minimum qualifications and having the next lowest unit price for the respective nurse category.

Term of Contract(s)

Initial term:	<u>May 1, 2009 – April 30, 2011</u>
Length of each extension:	<u>Twelve (12) months</u>
Number of possible extensions	<u>Four (4)</u>
Maximum length of contract:	<u>Six (6) years or May 1, 2009 to April 30, 2015</u>

Conditions for Extension:

The applicant(s) shall enter into contract for a two (2) year period effective May 1, 2009 through April 30, 2011. Unless terminated, the contract may be extended for not more than four (4) additional twelve-month periods or portions thereof without the necessity of re-bidding, if mutually agreed upon in writing.

IV. Service Activities

A. General Overview

The scope of work encompasses the following tasks and responsibilities:

1. When the need for nursing services under this contract is determined by the HYCF, the facility's nursing representative shall place an oral request via telephone with Applicant No. 1. The request shall include all necessary information pertaining to the assignment of the nurse during the request period including the type of nurse required and the dates and shifts which the nurse is required to work.
2. Applicant No. 1 shall confirm telephonically whether or not the request for services can be filled within one (1) hour and shall follow up in writing to the requesting facility. If Applicant No. 1 is unable to provide the required RPN

III, the HYCF shall contact Applicant No. 2. If Applicant No. 2 cannot fill the request, then Applicant No. 3 will be contacted. If none of the applicants can fill the request, the HYCF reserves the right to obtain the required services from other available sources in the open market.

3. For temporary hire and long term hire requests, the applicant shall provide the facility with immediate answer as to whether or not they can fill the request within one (1) hour after the request is received.
4. The applicant(s) shall provide nurses for any shift, seven (7) days per week, as requested. The work schedules are determined according to the facility's needs and may be arranged in a variety of work schedules.
5. Regular time is considered an eight (8) hour day, forty (40) hours per week regardless of the shift. Overtime is considered after forty (40) hours per week and reimbursed at time and a half. The nurse shall not qualify for overtime if the forty (40) hours is accumulated as a result of being referred by more than one service provider for that work week.
6. Pay for other than regular pay shall be allowed for holidays. Holidays under this contract are limited to the following days of each year established as holidays: New Year's Day, Dr. Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.
7. If the HYCF requests applicant's nurse to work on a recognized holiday between 12:01 a.m. and 11:59 p.m., the holiday rate applies whether or not the nurse has worked forty (40) hours in that work week.

B. Service Activities (Minimum and/or mandatory tasks and responsibilities)

1. Nurse Responsibility and Duties
 - a. General Duties
 - (1) While providing patient care services at the HYCF, each nurse shall comply with all provisions of the licensing laws under which he/she is licensed, with regulations promulgated there under, and each shall comply with all nursing policies and procedures adopted by the HYCF to protect the health and welfare of its patients.
 - (2) Guidelines under which the nurses will be required to work are the guidelines that are the well-established departmental policy, doctor's orders, memoranda, nurse protocols, and policies and procedures of the HYCF. The nurse shall use his/her judgment in selecting a course of action when any one of several could be appropriate, i.e., a patient's change in condition may warrant either continual intensive observation,

informing charge nurse, calling a physician, or initiating preplanned emergency treatment.

- (3) The RPN IIIs shall attend orientation sessions at the HYCF to become acquainted with the correctional nursing policies as may be necessary for performance of their duties. The HYCF will provide up to sixteen (16) hours of unpaid orientation time to all new assignees to the HYCF. Orientation includes, but is not limited to (1) blood borne pathogens, (2) universal precautions, (3) tuberculosis, (4) infection control practice, (5) fire and electrical safety, (6) patient's rights, and (7) body mechanics with annual updates.

b. Specific Duties

- (1) The RPN IIIs shall report to the HYCF administrator or designee at the facility each day at the start and end of his/her shift.
- (2) Duties of the RPN IIIs shall include, but not be limited to the following:
 - Continually assesses any changes based on observation of the patient's condition, receives the medical treatment plan, and brings to the attention of the physician any changes in the patient's condition.
 - Observes and assesses patient's clinical condition; recognizes, identifies and interprets serious situations and immediately decides proper action, i.e., calls physician or starts preplanned emergency measures.
 - Initiates appropriate action such as starting resuscitative measures in an emergency situation when a physician is not present or immediately available.
 - Develops nursing care plans utilizing the nursing process and nursing diagnosis related to the needs of the assigned patients.
 - Administers prescribed medications, starts and maintains intravenous infusions, gives intra muscular and oral medication, observes patients for adverse reactions and takes appropriate action.

- Performs duties as required such as admissions, transfers, discharges, and making appointment with outside clinics and laboratories.
- Utilizes the physician orders and nursing standards of care related to redirecting behavior of mental ill and the chemically dependent.
- Works closely with other members of the health care staff for formulation of the total care plan for specific patients.
- Observes and assesses patients closely for any significant behavioral changes. Documents changes in behavioral terms and notifies the mental health staff.

2. The Applicant shall:

- a. Ensure that all work required under this contract shall be performed by the applicant or its employees. The applicant shall be responsible for the accuracy, completeness, and adequacy of any and all work and services performed under this contract. The applicant intentionally, voluntarily, and knowingly assumes the sole and entire liability (if such liability is determined to exist) to the applicant's employees and agents, and to any individual not a part to this contract for all loss, damage, or injury caused by the applicant or the applicant's employees or agents in the course of their employment.
- b. Ensure that payments for all applicable federal, state and county taxes and fees which may become due and owing by the applicant(s) by reason of this contract, including but not limited to, (a) income taxes, (b) employment related fees, assessments, and taxes, and (c) general excise taxes. The applicant is further responsible for obtaining all licenses, permits and certificates that may be required by reason of the contract, including but not limited to, a general excise tax license from the Department of Taxation, State of Hawaii.
- c. Secure any and all insurance coverage for the applicant and the applicant's employees and agents which may be required by law during the duration of this contract. The applicant shall further be responsible for payment of all premiums, costs, and other liabilities associated with securing said insurance coverage.
- d. Secure, at the applicant's expense, all personnel required to perform the services required by this contract. Applicant shall ensure that the applicant's employees or agents are experienced and fully qualified to engage in the activities and services required under this contract, and

that all applicable licensing or operating requirements imposed or required under federal, state or county law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.

- e. Ensure that all nurses have:
 - Valid current Hawaii Nurses License
 - Valid current State of Hawaii Driver's License
 - Minimum of 6 months of recent acute level nursing care experience
 - Current CPR and AED certification card
 - Current TB clearance
 - Passed a criminal background check
- f. Not assign or subcontract any of the applicant's duties, obligations, or interests under this contract without the prior written consent of the State. If the applicant finds it necessary to subcontract some of the work herein, and the State consents to the subcontract, it is understood that no subcontract shall, under any circumstances, relieve the applicant of its obligation and liability under this contract with the State and all persons engaged in performing the work covered by this contract shall be considered employees of the applicant.
- g. Include, but not be limited to the following responsibilities:
 - (1) The applicant shall comply with all pertinent provisions of the Occupational Safety and Health Act in order to provide safety controls for protection to the life and health of employees and other persons; for prevention of damage to property, materials, supplies, and equipment; and for avoidance of work interruption in the performance of this proposal.
 - (2) The applicant shall maintain an accurate record of, and shall report to the HYCF administrator in the manner and on the forms prescribed by the facility, exposure data and all accidents resulting in death, traumatic injury, occupational disease and damage to property, materials, supplies, and equipment incident to work performed under the proposal.
 - (3) The HYCF administrator or designee will notify the applicant of any noncompliance with the foregoing provisions and the action to be taken. The applicant shall, after receipt of such notice, immediately take corrective action. Such notice, when delivered to the applicant or their representatives at the site of the work, shall be deemed sufficient for the purpose of appropriate notification of deficiency. If the applicant fails or

refuses to promptly comply by correcting the deficiency, the HYCF administrator or designee may issue an order stopping all or parts of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject claim for extension of time or for excess costs or damages by the applicant.

3. Supervisory Controls

- a. The physicians and/or supervisory nurse provide direct instructions concerning patients. The nurse independently plans, schedules, and provides comprehensive nursing skills with specific instructions for each patient. The physician or supervisory nurse, if one is available, will have a discussion with the nurse about assigned patients at some time during the shift. Emergencies or unusual problems are reported to the physician or the supervisory nurse, as appropriate. Work is subject to review during rounds. The HYCF administrator is ultimately responsible for the operations.
- b. The HYCF administrator or designated representative will monitor the applicant and the applicant's nurses' compliance with the terms of this contract and evaluate the services performed. Unacceptable "professional nursing" practice will be evaluated by the HYCF administrator or representative who may at any time suspend the nurse from performing the services under the provisions of this contract. The HYCF administrator also retains the right of suspension or termination of privileges. Any such suspension shall not be subject to challenge by the applicant.

B. Specific qualifications or requirements, including but not limited to licensure or accreditation

1. Applicant(s) shall have at least twelve (12) months experience operating a nursing service business providing nursing services with juvenile correctional facilities. Proof shall be furnished upon submittal of the proposal in response to the RFP No. HMS 503-09-05.
2. Applicant(s) shall conduct business during normal working hours and non-business hours and shall also be accessible twenty-four (24) hours a day, seven (7) days a week, to respond to request and/or complaints.
3. Applicant(s) shall have an office located in the State of Hawaii.
4. Applicant(s) shall be responsible for payment of all applicable federal, state and county taxes and fees which may become due and owing by the applicant by reason of this RFP, including, but not limited to income taxes, employment related fees, assessments and taxes, and the State of Hawaii General Excise Tax.

5. Applicant(s) shall comply with Chapter 103F, HRS Cost Principles for Purchases of Health and Human Services identified in SPO-H-201 (Effective 10/1/98), which can be found on the SPO website (See Section 5, POS Proposal Checklist, for the website address).
6. Applicant(s) shall be required to maintain a commercial general liability insurance and medical professional liability insurance of at least two million dollars (\$2,000,000.00) per occurrence. In addition, the Applicant shall also be required to maintain automobile liability insurance of the combined amount of at least one million dollars (\$1,000,000.00) with respect to bodily injury and to property damage. The Department of Human Services, Office of Youth Services shall be named as additional insured.
7. Applicant(s) shall ensure that each of the RPN IIIs referred to the HYCF possesses a current and valid nursing license issued by the State of Hawaii and a current CPR card. A copy of each nurse's license and CPR card shall be provided to the HYCF. The nurse's social security number and birth date shall also be provided to the HYCF for a criminal background check.
8. Two categories of services shall be required under this proposal. The first category is a long term hire to fill a vacant position for a minimum period of one month. The second category is a temporary hire to fill a critical shift and is vacant due to vacation status or illness of a State employee.

V. Qualifications

1. Experience

Applicant(s) shall have at least twelve (12) months experience operating a nursing service business providing nursing services with juvenile correctional facilities. Proof shall be furnished upon submitting a proposal for RFP No. HMS-09-05 Auxiliary Nursing Services for Hawaii Youth Correctional Facility.

Requirements for the Proposal Application

The applicant shall provide a description of experience/projects/contracts pertinent to the services required. Applicant shall include points of contact, addresses, e-mail/ phone numbers. The State reserves the right to contact references to verify experience.

2. Organization

- a) Applicant(s) shall be required to maintain a commercial general liability insurance and medical professional liability insurance of at least two million dollars (\$2,000,000.00) per occurrence. In addition, the Applicant shall also be required to maintain automobile liability insurance of the combined amount of at least one million dollars (\$1,000,000.00) with respect to bodily injury and to property damage. The Department of Human Services, Office of Youth Services shall be named as additional insured.

- b) Applicant(s) shall have the ability to provide fiscal and administrative support to submit monthly itemized invoices and timesheets.

Requirements for the Proposal Application

- a) Applicant must demonstrate ability to comply with insurance requirements.
- b) Ability to provide fiscal and administrative support to submit monthly itemized invoices and timesheets.

3. Personnel

- a) Applicant(s) shall ensure that each of the RPN IIIs referred to the HYCF possesses a current and valid nursing license issued by the State of Hawaii and a current CPR and AED certification card. A copy of each nurse's license and CPR and AED certification card shall be provided to the HYCF. The nurse's social security number and birth date shall also be provided to the HYCF for a criminal background check.
- b) Applicant(s) shall provide an organizational chart that shows lines of authority and supervision.

Requirements for the Proposal Application

- a) Applicant shall provide narrative and/or documentation to demonstrate staff utilized for the services will have required qualifications such as a professional license, documented experience, and/or a resume.
- b) Applicant(s) shall provide an organizational chart.

4. Facilities

Clinic space, staff support, equipment, and supplies are provided by the HYCF, Kailua, Oahu, Hawaii. The awarded applicant(s) shall abide by the security procedures at the HYCF and shall be subject to the policies and procedures of the HYCF.

Requirements for the Proposal Application

Applicant(s) shall have an office located and operational in the State of Hawaii, by May 1, 2009, staffed with personnel to respond to requests for nursing services within one (1) hour from notification from the HYCF and shall also be accessible twenty-four (24) hours a day, seven (7) days a week to respond to requests and/or complaints.

Evaluation Criteria for Qualifications

Experience

- References documenting at least 12 months experience operating a nursing service business providing nursing services with juvenile correctional facilities.

Organization

- Evidence of ability to comply with insurance requirements.
- Ability to provide fiscal and administrative support to submit monthly itemized invoices and timesheets.

Personnel

- Resumes to document qualifications of key personnel in the organization and staff qualifications.
- An organizational chart that shows lines of authority and supervision.

Facilities

- Applicant(s) shall have an office located and operational in the State of Hawaii by May 1, 2009.

VI. Pricing Structure

Pricing shall be based on unit of service pricing structure. The proposed hourly rate shall include all labor, administrative cost, applicable taxes, training costs and any other expenses necessary to perform the services specified herein. Travel to and from HYCF is at the applicant's expense.

1. Pricing shall be based on a cost per hour service pricing. The rates submitted shall be subject to negotiation.
 - a. The applicant(s) shall invoice the State at the unit price for the categories of RPN III nurse requested by the HYCF. For example, if the HYCF requests a long term hire and the service provider is unable to provide a long term hire as requested, and instead provides a temporary hire to meet the facility's need, the service provider shall bill the facility at the lower rate and **not** at the higher rate, unless prior approval is received.
 - b. The applicant shall submit monthly itemized invoices, original and three copies to the HYCF at the address listed in Section 2. Invoices shall detail the services provided, by the number of nurses, number of hours of services provided per nurse, and any other pertinent information needed for invoicing. Invoices shall be based on the contracted unit price per hour plus applicable costs for holidays.
 - c. A tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment.
2. Statutory Requirements to Section 103-55, HRS
 - a. Applicants are advised that Section 103-55, HRS, provides that the services to be performed shall be performed by employees paid at

wages not less than wages paid to public employees for similar work. Applicants shall complete and submit the wage certificate (Attachment B) by which applicant certifies that the services required will be performed pursuant to Section 103-55, HRS.

- b. The State Registered Professional Nurse III perform work similar to the work required herein. The current wage rate for the State RPN III: \$33.06 per hour.
- c. Applicants are further advised that the State will allow increases to the contract price subsequent to bid opening since only the current wages of State employees performing similar work are known at the release of this solicitation. If the new wage rates to public employees are lower than the direct labor rate the nurses are being paid by the applicant, then the applicant shall not be allowed an increase. If applicable, the increase will only be applied to the direct labor rate (hourly rate paid to the nurses by the applicant) and to the affected Federal and State requirements directly affected by the wage increase.
- d. The applicant(s) shall be obliged to notify its employees performing work under this contract of the provisions of Section 103-55, HRS, and the current wage rate for public employees performing similar work. The applicant(s) may meet this obligation by posting a notice to this effect in the applicant(s') place of business which is accessible to all employees, or the applicant may include such notice with each paycheck or pay envelope furnished to the employees.

Requirements for the Proposal Application

Pricing shall be based on unit of service pricing structure. The proposed hourly rate shall include all labor, administrative cost, applicable taxes, training costs and any other expenses necessary to perform the services specified herein. Travel to and from HYCF is at the applicant's expense.

Evaluation Criteria for Pricing

- The lowest cost and most cost-effective proposal to fill two categories: long term hire to fill a vacant position for a minimum period of one month; and temporary hire to fill a critical shift position that is vacant due to vacation status or illness of a State employee.

VII. Other

Litigation

- The applicant shall disclose any pending litigation to which they are a party, including the disclosure of any outstanding judgment. If applicable, please explain.

VIII. Reporting Requirements for Program and Fiscal Data

The applicant shall submit monthly invoices and timesheets to HYCF.

IX. Monitoring and Evaluation

The criteria by which the performance of the contract will be monitored and evaluated are:

- The OYS and HYCF administrators will determine the compliance of the terms of the contract in conjunction with feedback from the HYCF head nurse.
- Timely response time to requests for nurses.

Section 3

Proposal Application

I. Instructions for Completing the Proposal Application

- *Proposal Applications shall be submitted to the state purchasing agency using the prescribed format outlined in this section and section 2.*
- *A written response is required for **each** item unless indicated otherwise. Failure to answer any of the items will impact upon an applicant's score.*
- *Applicants are **strongly** encouraged to review evaluation criteria when completing the proposal.*

II. Submission of Proposal Application Documents

The proposal application documents are as follows and shall be submitted in the following order:

- *Proposal Application Identification Form (SPO-H-200)* - Identifies the proposal application.
- *Table of Contents* - Include a listing of all documents included in the application.
- *Proposal Application Short-Form 1 (SPO-H 250)*
 - Qualifications
 - Pricing
 - Other – Litigation
- Attachments
 - Wage Certificate (Attachment B)*

The required format for the Proposal Application Short Form 1 (SPO-H 250) follows. Note that the form is available on the SPO website (see Section 1, paragraph II, Website Reference). The form on the website will not include items specific to each RFP. If using the website form, the applicant must incorporate all items listed on the next page.

RFP No: _____
Title: _____
Applicant: _____

Proposal Application Short Form 1

I. Qualifications

Experience

Organization

Personnel

Facilities

II. Pricing

III. Other

Litigation

Section 4

Proposal Evaluation

Evaluation Process

The evaluation of proposals received in response to the RFP will be conducted comprehensively, fairly and impartially. Structural, quantitative scoring techniques will be utilized to maximize the objectivity of the evaluation. The procurement officer or an evaluation committee of designated reviewers selected by the head of the state purchasing agency or procurement officer shall review and evaluate proposals. When an evaluation committee is utilized, the committee will be comprised of individuals with experience in, knowledge of, and program responsibility for program service and financing. Each applicant shall receive a notice of award/non-award, which shall contain a statement of findings and decision for the award or non-award of the contract to each applicant.

1. Evaluation of Proposal Application

Qualifications (Pass / No Pass)

The State will evaluate the applicant's experience and capability relevant to the proposed contract, which shall include:

A. Experience

- Applicant shall have at least twelve (12) months experience operating a nursing service business providing nursing services with juvenile correctional facilities.

B. Organization

- Applicant demonstrates ability to provide fiscal and administrative support to submit monthly itemized invoices and timesheets.
- Applicant demonstrates ability to comply with insurance requirements.

C. Personnel

- Applicant provided narrative and/or documentation to demonstrate staff utilized for the services will have required qualifications such as a license, and/or a resume.
- Applicant provided an organizational chart that shows lines of authority and supervision.

D. Facilities

- Applicant(s) shall have an office located in the State of Hawaii staffed with personnel to respond to requests for nursing services within one (1) hour from

notification from the HYCF and shall also be accessible twenty-four (24) hours a day, seven (7) days a week to respond to requests and/or complaints.

Pricing Structure (100 Points)

To evaluate cost, a total of 100 points will be assigned to composite nursing service cost. In converting cost to points, the lowest cost proposal will receive the maximum number of points allocated to cost, 100 points. The point allocations for cost on the other proposals will be determined through the following method set out as follows:

Composite Unit Price for Nursing Services:

$$\begin{array}{lclclcl} \text{RPN-Long term hourly rate} & * & .75 & = & \text{RPN}_{\text{long-term}} \\ \text{RPN-Temp hourly rate} & * & .25 & = & \text{RPN}_{\text{temp}} \end{array}$$

$$\text{Composite Unit Price} = \text{RPN}_{\text{long-term}} + \text{RPN}_{\text{temp}}$$

$$\frac{(\text{Lowest Composite Unit Price} \times 100 \text{ points})}{\text{Proposed Composite Unit Rate}} = \text{Allocated Points}$$

2. Recommendation for Award

Each notice of award shall contain a statement of findings and decision for the award or non-award of the contract to each applicant.

3. Evaluation Criteria

On the next page is a sample of the evaluation sheet that will be used to evaluate proposal applications. Applicants will receive a report similar to the attached upon completion of the evaluation process.

Evaluation of
RFP HMS-503-09-05
RFP Title: Auxiliary Nursing Services for HYCF
RFP Issued: March 27, 2009

SAMPLE

Applicant:
Proposal Application ID:

<i>Criterion</i>	<i>Total Possible Score</i>	<i>Score</i>
Qualifications	Pass/No Pass	
<i>Experience</i>	Pass / No Pass	
<ul style="list-style-type: none"> References documenting at least 12 months experience operating a nursing service business providing nursing services with juvenile correctional facilities. 		
Comments:		
<i>Organization</i>	Pass / No Pass	
<ul style="list-style-type: none"> Ability to provide fiscal and administrative support to submit monthly itemized invoices and timesheets. Evidence of ability to comply with insurance requirements. 		
Comments:		
<i>Personnel</i>	Pass / No Pass	
<ul style="list-style-type: none"> Resumes to document qualifications of key personnel in the organization and staff qualifications. An organizational chart that shows lines of authority and supervision. 		
Comments:		
<i>Facilities</i>	Pass / No Pass	
<ul style="list-style-type: none"> Applicant(s) shall have an office located in the State of Hawaii. 		

Comments:		
Pricing	100	
<ul style="list-style-type: none"> Pricing shall be based on unit of service pricing structure. The proposed hourly rate shall include all labor, administrative cost, applicable taxes, training costs and any other expenses necessary to perform the services specified herein. 		
Comments:		
TOTAL:	100	

Section 5

Attachments

Attachment A - Draft Special Conditions

Attachment B - Wage Certificate

DRAFT SPECIAL CONDITIONS

1. **The PROVIDER** shall operate the program services in accordance with the rules, regulations, and policies of the STATE and the Hawaii Youth Correctional Facility.
2. **Insurance.** Paragraph 1.4, Insurance, General Conditions, is modified and the PROVIDER agrees to the following:

In order to protect the PROVIDER as well as the State of Hawaii, the STATE, and their officers and employees covered under the indemnification provision in this Contract, the PROVIDER shall obtain and keep in force throughout the period of this Contract the following insurance:

Automobile liability insurance for automobiles owned or leased by the PROVIDER and used to carry out services specified in this Contract shall be obtained from a company authorized to do business in the State, or meet Section 431:8-301, Hawaii Revised Statutes if utilizing an insurance company not licensed by the State of Hawaii, and complying with the Hawaii No Fault Insurance Law. The combined amount shall be at least ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) with respect to bodily injury and to property damage. Prior to or upon execution of this Contract, the CONTRACTOR shall furnish the STATE with a Certificate of Insurance, verifying the existence of such insurance and shall name the STATE and its officers, employees, and agents as additional insured. The statement should be in the description of the certificate and should read: RE: Contract No. DHS-08-OYS [contract #]. It is agreed that the State of Hawaii is named as additional insured with respect to the operations arising out of the operations performed by the named insured. The certificate shall also expressly provide that such insurance shall not be cancelled unless the insurance company has first given to the STATE thirty (30) calendar days written notice of intended cancellation. The statement should be in the lower right hand corner of the certificate should read: "Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to the certificate holder named to the left."

If the PROVIDER is authorized by the STATE to subcontract, subcontractor(s) is not excused from the Indemnification and/or Insurance provisions of this Contract. The PROVIDER agrees to require its subcontractor(s) to obtain insurance in order to indemnify the STATE.

Failure of the PROVIDER to provide and keep in force such insurance shall be regarded as material default under this Contract, entitling the STATE to exercise any or all of the remedies provided in this Contract for default of the PROVIDER.

The procuring of such required policy or policies of insurance shall not be construed to limit the PROVIDER's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract. Notwithstanding said policy or policies of insurance, the PROVIDER shall be obliged for the full and total amount of any damage, injury, or

loss caused by the negligent act or omission of the PROVIDER or its authorized representatives.

3. **Confidential Information.** In addition to Paragraph 2.1, Confidentiality of Material, General Conditions, the PROVIDER further agrees to the following:

All information and records about or for the clients served, secured from clients, the STATE, or any other individuals or agencies by the PROVIDER, or prepared by the PROVIDER for the STATE, in satisfaction of this Contract, shall be confidential and shall not be made available to any individual or organization by the PROVIDER without prior written approval of the STATE, subject to provisions of applicable State of Hawaii and Federal statutes, and State of Hawaii Administrative Rules. To ensure the confidentiality of all such information and records, the PROVIDER shall immediately notify the STATE when inquiries for information, including subpoenas are made to the PROVIDER. The PROVIDER shall submit copies of all written requests for information, as well as subpoenas, to the STATE.

4. **Maintain Records.** In addition to Paragraph 2.3, Records Retention, General Conditions. The PROVIDER further agrees as follows:

The PROVIDER shall maintain statistical, clinical, and administrative records pertaining to services of this Contract. The records shall be subject at all reasonable times to inspection or review by the STATE or Federal representatives directly connected with the program area under this Contract. All records shall be retained and made accessible for a minimum of six years after the date of submission of the PROVIDER's final report to the STATE; provided that, in the event any litigation, claim, negotiation, investigation, audit, or other action involving the records has been started before the expiration of the 6-year period, the PROVIDER shall retain the records until completion of the action and resolution of all issues that arise from it or until the end of the regular 6-year retention period, whichever occurs later.

4. **HIPAA.** In this Contract “HIPAA” means the Administrative Simplification provisions of the *Health Insurance Portability and Accountability Act of 1996*, Pub. L. No. 104-191. PROVIDER is a “health care provider” under HIPAA. A “covered entity” is a health care provider that transmits information in a standard electronic transaction under 45 CFR Parts 160 and 162. If PROVIDER is or becomes a “covered entity”, then PROVIDER must comply with all of the rules adopted to implement HIPAA, including rules for privacy of individually identifiable information, security of electronic protected health information, transactions and code sets, and national employer and provider identifiers. See, 45 CFR Parts 160, 162, and 164.

WAGE CERTIFICATE**FOR SERVICE CONTRACTS**
(See Special Provisions)Subject: RFP No.: HMS-503-09-05Title of RFP: Auxiliary Nursing Services for Hawaii Youth Correctional Facility

Pursuant to Section 103-55, Hawaii Revised Statutes (HRS), I hereby certify that if awarded the contract in excess of \$25,000, the services to be performed will be performed under the following conditions:

1. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with; and
2. The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work, with the exception of professional, managerial, supervisory, and clerical personnel who are not covered by Section 103-55, HRS.

I understand that failure to comply with the above conditions during the period of the contract shall result in cancellation of the contract, unless such noncompliance is corrected within a reasonable period as determined by the procurement officer. Payment in the final settlement of the contract or the release of bonds, if applicable, or both shall not be made unless the procurement officer has determined that the noncompliance has been corrected; and

I further understand that all payments required by Federal and State laws to be made by employers for the benefit of their employees are to be paid in addition to the base wage required by section 103-55, HRS.

Applicant _____

Signature _____

Title _____

Date _____